

# **EXHIBIT A**

**SUMMONS**

Attorney(s) JACQUELINE C. HERRITT, ESQUIRE  
 Office Address Executive Quarters  
1930 E. Marlton Pike, Suite Q29  
 Town, State, Zip Code Cherry Hill, NJ 08003  
 Telephone Number 856-429-8334  
 Attorney(s) for Plaintiff  
Eric Shore

**Superior Court of  
New Jersey**

CAMDEN COUNTY COUNTY  
LAW DIVISION  
 Docket No: CAM-L-002084-18

\_\_\_\_\_  
 Plaintiff(s)

Vs.  
Tesla

\_\_\_\_\_  
 Defendant(s)

**CIVIL ACTION  
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at [http://www.judiciary.state.nj.us/prose/10153\\_deptyclerklawref.pdf](http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf).) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at [http://www.judiciary.state.nj.us/prose/10153\\_deptyclerklawref.pdf](http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf).



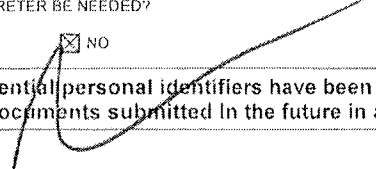
\_\_\_\_\_  
 Michelle M. Smith  
 Clerk of the Superior Court

DATED: June 5, 2018

Name of Defendant to Be Served: Tesla

Address of Defendant to Be Served: 3500 Deer Creek Road, Palo Alto, CA 94304

## Appendix XII-B1

 <b>CIVIL CASE INFORMATION STATEMENT (CIS)</b> Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule</i> 4:5-1. <b>Pleading will be rejected for filing, under <i>Rule</i> 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed.</b>		FOR USE BY CLERKS OFFICE ONLY	
		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA	CHG/CK NO
ATTORNEY/ PRO SE NAME Robert M. Silverman, Esq.		TELEPHONE NUMBER (856) 429-8334	COUNTY OF VENUE Camden County
FIRM NAME (if applicable) Kimmel & Silverman, P.C.		DOCKET NUMBER (When available)	
OFFICE ADDRESS Executive Quarters 1930 E. Marlton Pike, Suite Q29 Cherry Hill, NJ 08003		DOCUMENT TYPE Complaint	
		JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
NAME OF PARTY (e.g. John Doe, Plaintiff) Mr. Eric Shore, Plaintiff		CAPTION Eric Shore v Tesla	
CASE TYPE NUMBER (See reverse side for listing) 512 – Lemon Law	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN	
<b>THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.</b>			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS	
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION:          			
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?	
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule</i> 1:38-7(b).			
ATTORNEY SIGNATURE: 			

**Side 2**

# CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

**CASE TYPES** (Choose one and enter number of case type in appropriate space on the reverse side.)**Track I — 150 days' discovery**

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

**Track II — 300 days' discovery**

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE – PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT – OTHER

**Track III — 450 days' discovery**

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

**Track IV – Active Case Management by Individual Judge / 450 days' discovery**

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PEROGATIVE WRITS

**Multicounty Litigation (Track IV)**

- |  |   |
|--|---|
| 271 ACCUTANE/ISOTRETINOIN                  | 292 PELVIC MESH/BARD  |
| 274 RISPERDAL/SEROQUEL/ZYPREXA             | 293 DEPUY ASR HIP IMPLANT LITIGATION                        |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL     | 295 ALLODERM REGENERATIVE TISSUE MATRIX                     |
| 282 FOSAMAX                                | 296 STRYKER REJUVENATING/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS           | 297 MIRENA CONTRACEPTIVE DEVICE                             |
| 286 LEVAQUIN                               | 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR                |
| 287 YAZ/YASMIN/OCELLA                      | 300 TALC-BASED BODY POWDERS                                 |
| 289 REGLAN                                 | 601 ASBESTOS  |
| 290 POMPTON LAKES ENVIRONMENTAL LITIGATION | 323 PROPECIA  |
| 291 PELVIC MESH/GYNECARE                   | 624 STRYKER LFIT CoCr V40 FEMORAL HEADS                     |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category

☐

Putative Class Action

☐

Title 59

Robert M. Silverman, Esquire  
Identification No. 030551989  
KIMMEL & SILVERMAN, P.C.  
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1930 E. Marlton Pike, Suite Q29  
Cherry Hill, NJ 08003  
(856) 429-8334

ATTORNEY FOR PLAINTIFF

ERIC SHORE  
12 Manor House Court  
Cherry Hill, NJ 08003

v.

TESLA MOTORS LEASING, INC.  
3500 Deer Creek Road  
Palo Alto, CA 94304

SUPERIOR COURT OF NEW JERSEY  
CAMDEN COUNTY

CIVIL ACTION

NO.

### **COMPLAINT**

1. Plaintiff, Eric Shore, is an adult individual citizen and legal resident of the State of New Jersey, residing at 12 Manor House Court, Cherry Hill, NJ 08003.

2. Defendant, TESLA MOTORS LEASING, INC., is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at 3500 Deer Creek Road, Palo Alto, CA 94304, and can be served at this address.

3. The Plaintiff brings this Complaint seeking repurchase or replacement of the involved motor vehicle, at Plaintiff's option, pursuant to the New Jersey Lemon Law and as such, the Lemon Law is Plaintiff's fundamental cause of action. The Plaintiff's claims under the Magnuson Moss Warranty Act are secondary to the Plaintiff's Lemon Law claims and are sought by the Plaintiff as an alternative plea for relief should the trier of fact and law determine that the vehicle's repair history does not warrant the relief provided by the Lemon Law.

### **BACKGROUND**

4. On or about March 30, 2015, Plaintiff leased a new 2015 Tesla S, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 5YJSA1H29FFP79684.

5. The vehicle was leased in the State of New York and is registered in the State of New Jersey.

6. The lease price of the vehicle, including registration charges, document fees, sales tax, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$63,976.24. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

7. In consideration for the lease of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

8. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

9. The parties' bargain includes an express 4-year / 50,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

10. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

11. The first documented warranty repair attempt is believed to have occurred on or before January 29, 2016, when the vehicle odometer showed 10,530 miles. On that date, repair attempts addressed water leaking into the vehicle from the driver's side window, and an inoperative park assist feature. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

12. The second documented warranty repair attempt is believed to have occurred on or before September 28, 2016, when the vehicle odometer showed 17,948 miles. On that date, repair attempts addressed water leaking through the passenger side front window as well as the

taillights and back-up lenses, a substantial wind noise from the left front door, an inability to open the panoramic roof, and an intermittent sliding condition when applying the brakes. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

13. The third documented warranty repair attempt is believed to have occurred on or before March 16, 2017, when the vehicle odometer showed 22,684 miles. On that date, repair attempts addressed an inoperative left front door handle and the glove box not closing. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

14. The fourth documented warranty repair attempt is believed to have occurred on or before October 05, 2017, when the vehicle odometer showed 26,377 miles. On that date, repair attempts addressed an illuminated parking brake, a complete inability to shift the vehicle into drive, an inoperative right front door handle, and an abnormal noise coming from the roof. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

15. The fifth documented warranty repair attempt is believed to have occurred on or before October 17, 2017, when the vehicle odometer showed 26,599 miles. On that date, repair attempts addressed an illuminated parking brake and a complete inability to operate the vehicle. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "F".

16. The sixth documented warranty repair attempt is believed to have occurred on or before October 18, 2017, when the vehicle odometer showed 26,599 miles. On that date, repair attempts addressed the glove box not opening and an abnormal noise from the roof. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "G".

17. The seventh documented warranty repair attempt is believed to have occurred on or before October 26, 2017, when the vehicle odometer showed 26,711 miles. On that date, repair attempts addressed an illuminated parking brake light and a complete inability to operate the

vehicle. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "H".

18. The eighth documented warranty repair attempt is believed to have occurred on or before November 14, 2017, when the vehicle odometer showed 27,155 miles. On that date, repair attempts addressed illuminated parking brake light, traction control and stability control warning lights and a complete inability to operate the vehicle. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "I".

19. The ninth warranty repair attempt is believed to have occurred on or about March 14, 2018, when the vehicle odometer showed 28,810 miles. On the date, the vehicle was towed to the dealership and the repair attempts addressed an inoperable passenger side door handle, an illuminated parking brake alert light and a complete inability to operate the vehicle. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "J".

20. The vehicle continues to exhibit the foregoing defects and nonconformities which substantially impair its use, value and/or safety.

**COUNT I**  
**NEW JERSEY MOTOR VEHICLE WARRANTY ACT**

21. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

22. Plaintiff is a "Consumer" as defined by N.J.S.A. § 56:12-30.

23. Defendant, is a "Dealer" and/or "Manufacturer" defined by N.J.S.A. § 56:12-30.

24. On or about March 30, 2015, Plaintiff took possession of the above mentioned vehicle and experienced "Nonconformities" as defined by N.J.S.A. § 56:12-30, which substantially impair the use, value and/or safety of the vehicle.

25. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. § 56:12-34(c). Plaintiff believes and therefore avers said failure is a *per se* violation of the New



Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. § 56:12-29.

26. The persistence of the Nonconformities described herein violate the express written warranties issued to Plaintiff by Defendant.

27. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides, in pertinent part:

- a. If, during the period specified in section 3 of this act, the manufacturer...or its dealer or distributor, is unable to repair or correct the nonconformity within a reasonable time, the manufacturer...shall accept return of the motor vehicle from the consumer. In the case of a motor vehicle...the manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date of original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to the nonconformity, less a reasonable allowance for vehicle use.

28. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

- a. It is presumed that a manufacturer...or its dealer or distributor, is unable to repair or correct a nonconformity within a reasonable time if, within the first 24,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to the consumer, whichever is the earlier date:
  - (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer...or its dealer or distributor, other than a nonconformity subject to examination or repair pursuant to paragraph (3) of this subsection because it is likely to cause death or serious bodily injury if the vehicle is driven, and the nonconformity continues to exist;
  - (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days...since the original delivery of the motor vehicle and a nonconformity continues to exist; or
  - (3) A nonconformity which is likely to cause death or serious bodily injury if the vehicle is driven has been subject to examination or repair at least once by the manufacturer...or its dealer or distributor, and the nonconformity continues to exist.
- b. The presumption contained in subsection a. of this section shall apply against a manufacturer only if the manufacturer...or the dealer or distributor, has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times, or has been out of service by reason of repair for a cumulative total of 20 or more calendar days...or with respect to a nonconformity which is likely to cause death or serious bodily injury if the vehicle is driven, the nonconformity has been subject to examination or repair at least once by the manufacturer...or its dealer or distributor, and the nonconformity continues to exist.

29. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same Nonconformity, and the Nonconformity remained uncorrected.

30. In addition, the above vehicle has or will be out of service by reason of the Nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

31. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

32. After a reasonable number of attempts, Defendant was unable to repair the Nonconformities.

33. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. § 56:12-29 et seq.

34. Plaintiff has provided Defendant with a final repair opportunity prior to filing this Complaint.

35. Pursuant to N.J.S.A. § 56:12-29 et seq., Plaintiff seeks relief for losses due to the Nonconformities and defects affecting the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

**COUNT II**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

36. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

37. Plaintiff is a "consumer" as defined by 15 U.S.C. §2301(3).

38. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8), respectively.

39. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

40. By the terms of its express warranties, implied warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

41. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

42. Defendant has made attempts on several occasions to comply with the terms of its express warranties, implied warranties and contracts; however, such repair attempts have been ineffective.

43. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

44. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

45. As a direct and proximate result of Defendant's failure to comply with its express warranties, implied warranties and contracts, Defendant has breached said warranties, has violated the Magnuson-Moss Warranty Improvement Act, Plaintiff has suffered damages and, in accordance with 15 U.S.C. § 2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

46. As a direct and proximate result of Defendant's failure to comply with its express warranties, implied warranties and contracts, Plaintiff has suffered damages and, in accordance with 15 U.S.C. § 2310(d)(1) and NJ Stat. Ann 12A, including but not limited to 12A:2-713, 12A:2-714 and 12A:2-715 and/or 12A:2A-518, 12A:2A-519 and 12A:2A-520, Plaintiff is

entitled to bring suit for such damages and other legal and equitable relief and hereby does so through this Complaint.

47. Plaintiff avers Defendant's informal dispute settlement mechanism is not in compliance with 16 CFR 703 with regard to the claims set forth herein.

48. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranty of fitness for a particular purpose and implied warranty of merchantability.

49. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

50. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

51. Such damages include, but are not limited to, the sales price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

52. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim set forth herein, all attorney fees and costs are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

KIMMEL & SILVERMAN, P.C.


By: 

ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiff  
Executive Quarters  
1930 E. Marlton Pike, Suite Q29  
Cherry Hill, NJ 08003  
(856) 429-8334

**JURY-DEMAND**

Plaintiff hereby demands a trial by jury as to all the issues


KIMMEL & SILVERMAN, P.C.

By:   
ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiff

**CERTIFICATION PURSUANT TO R.4:15-1**

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C.

By:   
ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiff

**DESIGNATION OF TRIAL COUNSEL**

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Jason L. Greshes, Attorney ID Number 037512001, is designated as trial counsel for plaintiff, Eric Shore, in this case.

KIMMEL & SILVERMAN, P.C.

By: 

ROBERT M. SILVERMAN, ESQUIRE  
Attorney for Plaintiff

## MOTOR VEHICLE LEASE AGREEMENT – CLOSED-END – NEW YORK



Lessor/Lessee Name and Address		Lessor/Lessee Phone/Fax		Lessor/Lessee City/State/Zip	
Eric Shore 12 Manor House Court Cherry Hill, NJ 08003				Tesla Motors New York LLC 511 W 25th St New York, NY 10001	
County: Camden		Lease Date: 3/30/2015		Lease Maturity Date: 3/30/2018	
The words "you" and "your" mean each person named as a Lessee or Co-Lessee above. The words "we," "us" and "our" mean the Lessor named above and USB Leasing LT or its successors and assigns ("Assignee"), to whom this Motor Vehicle Lease Agreement ("Lease") will be assigned. "Vehicle" means the leased vehicle described below, including all equipment, parts, accessories and accessions. You agree to lease the Vehicle from us according to the terms and conditions of this Lease. The consumer lease disclosures contained in this Lease are also made on behalf of Assignee.					
Description of Leased Vehicle and Trade-In (if applicable)					
A. Leased Vehicle	New	Year	Make	Model/Body Style	Vehicle Identification Number
		2015	Tesla	Model S	5YJSA1H29FFP79684
B. Trade-in	Year	Make	Model	Agreed Upon Value	Payoff Amount
				\$0.00	\$0.00
					Net Trade-in Allowance (Item 7A or 12G)
					\$0.00

2. Amount Due at Lease Signing or Delivery (itemized below)* \$7,726.84		3. Monthly Payments Your first Monthly Payment of \$1,595.84 is due on the Lease Date, followed by 35 payments of \$1,595.84 due on the 1 of each month. The total of your Monthly Payments is \$57,450.24.		4. Other Charges (not part of your monthly payment) Disposition fee (if you do not purchase the vehicle): \$395.00 Total: \$395.00		5. Total of Payments (the amount you will have paid by the end of the Lease) \$63,976.24	
--	--	--	--	--	--	---	--

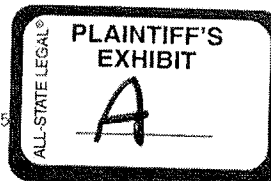
6. Amount Due at Lease Signing or Delivery				7. How the Amount Due at Lease Signing or Delivery Will be Paid			
A. Capitalized cost reduction	\$	5,000.00		A. Net trade-in allowance	\$	0.00	
B. First monthly payment	\$	1,595.84		B. Rebates and noncash credits	\$	0.00	
C. Title fees	\$	0.00		C. Amount applied from deposit	\$	2,500.00	
D. Registration fees	\$	366.00		D. Amount to be paid in cash	\$	5,226.84	
E. License fees	\$	0.00					
F. Upfront sales/use tax on vehicle	\$	0.00					
G. Sales/use tax on capitalized cost reduction	\$	0.00					
H. Acquisition fee	\$	695.00					
I. New York tire fee	\$	10.00					
J. Other: Title Fee	\$	60.00					
K. Total	\$	7,726.84		E. Total	\$	7,726.84	

8. You itemize payments as recommended as shown below:	
A. Gross Capitalized Cost. The agreed upon value of the vehicle (\$ 127,220.00) and any items you pay for over the Lease Term (such as taxes, fees, service contracts, insurance, and any outstanding prior credit or lease balance) (see item 12 for an itemization of this amount).	\$ 127,220.00
B. Capitalized Cost Reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost.	\$ 5,000.00
C. Adjusted Capitalized Cost. The amount used in calculating your base monthly payment.	\$ 122,220.00
D. Estimated Residual Value. The value of the vehicle at the end of the Lease used in calculating your base monthly payment.	\$ 76,198.80
E. Depreciation and Any Amortized Amounts. The amount charged for the vehicle's decline in value through normal use and for other items paid over the Lease Term.	\$ 46,021.20
F. Rent Charge. The amount charged in addition to the depreciation and any amortized amounts.	\$ 11,428.92
G. Total of Base Monthly Payments. The depreciation and any amortized amounts plus the rent charge.	\$ 57,450.12
H. Lease Payments. The number of payments in your Lease.	36
I. Base Monthly Payment.	\$ 1,595.84
J. Monthly Sales/Use Tax.	\$ 0.00
K. Total Monthly Payment.	\$ 1,595.84

**Early Termination.** You may have to pay a substantial charge if you end the Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

9. **Excessive Wear and Use.** You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 15,000 miles per year, at the rate of 25 cents per mile.
10. **Purchase Option at End of Lease Term.** You will have an option to purchase the vehicle at the scheduled end of the Lease for \$76,548.80, plus official fees and taxes.
11. **Other Important Terms.** See your Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and security interest, if applicable.

12. Itemization of Gross Capitalized Cost					
A. Agreed upon value of vehicle as equipped	\$	127,220.00	F. Maintenance agreement	\$	0.00
B. Title fees	\$	0.00	G. Net trade-in balance	\$	0.00
C. Registration fees	\$	0.00	H. Sales tax on capitalized cost reduction	\$	0.00
D. License fees	\$	0.00	I. Other	\$	0.00
E. Sales/use tax	\$	0.00	J. Total (A to I)	\$	127,220.00





**13. DISCLOSURES REQUIRED BY NEW YORK LAW****A. Capitalized Cost** \$127,220.00

The sum of the Adjusted Capitalized Cost and the Capitalized Cost Reduction. The Capitalized Cost and the amount of the Monthly Payment may be negotiable.

**B. Capitalized Cost Reduction** -- \$5,000.00**C. Adjusted Capitalized Cost** = \$122,220.00

The amount which is capitalized in connection with the Lease and is used in determining the amount of your Monthly Payment. This amount plus the Additional Early Termination Charge will be used in determining your Early Termination Liability.

**D. Additional Early Termination Charge** See Section 24(C)(1)

An additional amount the unamortized portion of which will be used in determining your Early Termination Liability.

The Adjusted Capitalized Cost and the Additional Early Termination Charge may be used to compare the early termination provisions of competing lessors.

**14. ESTIMATED OFFICIAL FEES AND TAXES**

The total estimated amount you will pay for official and license fees, registration, title and taxes over the term of your Lease, whether included with your Monthly Payments or assessed otherwise: \$1,098.00. This is an estimate based on current tax rates; the actual total of fees and taxes may be higher or lower, depending on the tax rate in effect or the value of the Vehicle at the time a fee or tax is assessed.

**15. WARRANTIES**

The only warranties on the vehicle are the Tesla Motors New Vehicle Limited Warranty provided to you (which is separate from this Lease and states any coverage limits) and a warranty that the vehicle conforms to the description in this Lease.

**16. INSURANCE VERIFICATION**

The Vehicle is insured by:

Policy Number	Insurance Company	Insurance Agent	Agent Address	Agent Phone Number
Provided separately.				

You authorize us to verify and give your agent authorization to place the minimum coverage required by this Lease (see Section 18).

**17. LATE CHARGE; RETURNED INSTRUMENT CHARGE**

If all or any portion of a Monthly Payment or any other amount due under this Lease is not received within 10 days after it is due, you will pay a late charge of \$25.

If any check, draft or order or other similar instrument is returned to us unpaid for any reason, including, but not limited to, non-sufficient funds, you will pay a returned instrument charge of \$20, to the extent not prohibited by applicable law.

**18. INSURANCE**

Unless otherwise agreed, you must provide insurance coverage in the amount and types indicated below at your expense during the Lease Term and until the Vehicle is returned to us:

A. Fire, theft and comprehensive insurance with a maximum deductible of \$1,000;

B. Collision insurance with a maximum deductible of \$1,000;

C. Liability insurance for bodily injury or death to any one person in the amount of \$100,000 and for any one accident in the amount of \$300,000 or combined single limit coverage of \$300,000;

D. Property damage insurance for \$50,000; and

E. Uninsured and underinsured motorist coverage and any other insurance required by the state where the Vehicle is registered.

The insurance policy must name us as loss payee and an additional insured. The policy also must require the insurance company to notify us 10 days before any cancellation or changes in insurance coverage.

You will notify us and your insurance company within 24 hours after any damage, loss, theft, seizure or impoundment of the Vehicle. You assign to us any amounts payable under such insurance policies. You agree that we may endorse your name upon any check, draft, order or other similar instrument representing payment to you of such amounts.

The insurance listed above is required in connection with this Lease. You have the option of providing the required insurance through an existing policy of insurance owned or controlled by you or through a policy paid for by you and obtained from any insurance company authorized to transact business in the state in which this Lease was signed. We may for reasonable cause decline the insurance provided by you.

**PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS LEASE.**

**19. VEHICLE OPERATION**

A. **VEHICLE MAINTENANCE AND OPERATING COSTS.** You agree to maintain the Vehicle in good working order and operating condition and have all necessary repairs made. You are responsible for all costs of maintaining and servicing the Vehicle. You agree to have the Vehicle serviced and repaired according to the manufacturer's recommendations and to ensure that the warranty, if any, remains valid. You will keep all maintenance and repair records. You agree to comply with all manufacturer recall notices. You agree to pay for all operating costs including, but not limited to, traffic and parking tickets or violations, towing and replacement tires.

B. **VEHICLE USE.** You will: (1) allow the Vehicle to be operated only by licensed and insured drivers; (2) not use the Vehicle for any improper or illegal purpose, or to commit any illegal act; (3) not use the Vehicle to transport passengers or goods for hire, including but not limited to use as taxi cab, limousine, for livery, as a municipal vehicle, ambulance, hearse, or in driver education; (4) not use the Vehicle in any way that causes the cancellation or suspension of any applicable insurance or manufacturer's warranty; (5) not use the Vehicle in towing, snow plowing, construction, or for hauling; (6) not remove the Vehicle from the state where you reside for more than 30 consecutive days without our prior written approval (for purposes of this Section 19(B)(6), the state where you reside is the state where the Vehicle was originally titled on the Lease Date or, if applicable, the most recent state where we permitted you to title the Vehicle); (7) not remove the Vehicle from the continental United States for any period of time without our prior written approval; (8) not change or modify the Vehicle in any way without our prior written approval, except for normal maintenance; and (9) deliver the Vehicle to such location that we require for our inspection at any time during the Lease Term. **You will not assign or sublease any interest in the Vehicle or the Lease without our written consent.**

C. **TAXES, REGISTRATION AND TITLING.** You agree to pay all title, registration, license, inspection, testing, and other fees, taxes and charges imposed by government authorities in connection with the Vehicle, this Lease or any amounts due or payable arising from this Lease. If such amounts are assessed for a period during the Lease Term, you will pay them even if they become due after the Lease Term.

You agree to title, register and license the Vehicle in the state in which it is garaged. You must request any power of attorney required from us to title, register or license the Vehicle. You agree to pay a \$25 title transfer fee each time the Vehicle is retitled.

**If the Vehicle is registered in a jurisdiction which assesses personal property taxes, you agree to pay the personal property tax.**

D. **RELEASE OF INFORMATION.** You agree that we may provide information about you to government authorities upon their request for the purpose of enforcing any fees, charges, penalties, etc. related to your use or ownership of the Vehicle.

E. **PRIVACY.** By entering into this Lease, you agree to the Privacy Policy (viewable at <https://www.teslamotors.com/about/legal>) of Tesla Motors, Inc., the manufacturer of the Vehicle, which may collect certain telematics data about the Vehicle.

**20. PURCHASE OPTION**

A. **END OF LEASE TERM.** At scheduled Lease termination, you have an option to purchase the Vehicle AS IS as set forth in Section 10 of this Lease.

- B. PRIOR TO END OF LEASE TERM. At any time prior to scheduled Lease termination, you have an option to purchase the Vehicle AS IS. The Purchase Option Price will be a sum equal to: (1) the amount set forth in Section 10; plus (2) the Early Termination Liability set forth in Section 24(C), excluding the items set forth in Sections 24(C)(1)(i), (C)(6) and (C)(7).
- C. TRUE LEASE. This is a true lease and you will not own or have any equity in the Vehicle or its replacement parts unless you exercise the option to purchase the Vehicle.

**21. EXCESS WEAR AND USE**

We have based the Monthly Payment on the assumption that you will not subject the Vehicle to excess wear and use. You agree not to expose the Vehicle to excess wear and use. If you do so and if you do not purchase the Vehicle at the scheduled end of the Lease Term, you agree to pay us the amount that it would cost to make all repairs to the Vehicle that are not the result of normal wear whether or not we, in our sole discretion, actually make the repairs. Any excess wear and use assessed at scheduled termination of this Lease will be based upon an estimate of the repair cost unless we actually make the repairs.

Excess wear and use includes, but is not limited to, the amount it would cost to repair: (1) inoperative mechanical parts, including power accessories; (2) dented, scratched, chipped or rusted areas on the body; (3) mismatched paint or any special identification mark; (4) cracked, scratched, pitted or chipped windows, broken or discolored windows or inoperative window mechanisms; (5) broken headlight lenses or sealed beams; (6) scratches more than two inches long on bumpers or bumper dents; (7) broken grilles or dents in the grilles; (8) single dents or a series of dents on other trim parts, including headlight and tail light bezels; (9) electronic malfunctions; (10) seats, seat belts, headlining, dashboards, door panels or carpeting which is torn or damaged beyond ordinary wear and tear or is burned; (11) major fluid leaks; (12) damage from flood, water, hail or sand; (13) damage which makes the Vehicle either unsafe or unlawful to operate; (14) all damage which would be covered by the required comprehensive, collision and upset insurance whether or not such insurance actually is in force; and (15) the Vehicle to restore any original equipment or accessories which were removed or altered during the Lease Term.

Excess wear and use also includes, but is not limited to, the amount it would cost to replace: (i) any tire not part of a matching set of four tires; (ii) any tires with less than 1/8 inch of tread remaining at the shallowest point; (iii) any tire with gouged, cut, torn or plugged sidewalls; (iv) any missing or dented parts, accessories and adornments, including bumpers, jacks, ornamentation, aerials, chrome stripping, rear view mirrors, or radio and stereo components; or (v) any parts which are not original manufacturer equipment or of equal quality and design.

**22. VEHICLE RETURN**

If you do not exercise your Purchase Option, you must return the Vehicle to us at the time and place we specify. If you fail to return the Vehicle, you must continue to make your Monthly Payment to us on a month-to-month basis as approved by us, but in no circumstance can the Lease Term continue for more than 6 months beyond the scheduled Lease termination date.

**23. SCHEDULED TERMINATION**

Except for Early Termination, this Lease will terminate or end upon:

- A. The end of the Lease Term;
- B. Return of the Vehicle;
- C. Completion of a signed odometer statement; and
- D. Payment of the following amounts:
  - (1) The Disposition Fee;
  - (2) Any amounts owed for Excess Wear;
  - (3) Any amounts owed for Excess Mileage;
  - (4) All amounts due and unpaid under this Lease; and
  - (5) Any official fees and taxes due in connection with Lease termination.

**24. EARLY TERMINATION**

A. LESSEE'S RIGHT TO TERMINATE EARLY. You may terminate this Lease before the end of the Lease Term if you are not in Default. If you do not exercise your purchase option, the charge for such Early Termination is the Early Termination Liability defined below.

B. LESSOR'S RIGHT TO TERMINATE EARLY. We may terminate this Lease before the end of the Lease Term if you are in Default. If you do not exercise your purchase option, upon such termination we shall be entitled to the Early Termination Liability defined below.

C. EARLY TERMINATION LIABILITY. The Early Termination Liability is calculated as follows:

- (1) An Early Termination Administrative Charge equal to: (i) the Disposition Fee; **plus** the number of Base Monthly Payments shown in the chart below which is based upon the percentage of months in the Lease Term which have expired:

% of Months in Lease Term Expired	Number of Base Monthly Payments Due
0-25%	2.5
26-50%	2.0
51-75%	1.5
76-99%	1.0

- (2) **Plus** all unpaid amounts that are due or past due under this Lease; **plus**
- (3) Any official fees, taxes and other charges related to early termination; **plus**
- (4) All expenses related to recovering, obtaining, storing, preparing for sale and selling the Vehicle, including reasonable attorneys' fees if this Lease is referred for collection to an attorney who is not our salaried employee (not exceeding 15% of the amount due and payable under this Lease) to the extent not prohibited by law; **plus**
- (5) The Lease Balance; **plus**
- (6) The Residual Value of the Vehicle; **minus**
- (7) The Realized Value of the Vehicle.

D. LEASE BALANCE. The Lease Balance is equal to:

- (1) The Base Monthly Payment times the number of Monthly Payments not yet due; **minus**
- (2) Unearned Rent Charges included in the Base Monthly Payments not yet due calculated according to the Actuarial Method. The term "Actuarial Method" means the method of allocating Base Monthly Payments between: (i) the reduction of the Adjusted Capitalized Cost to the Residual Value over the Lease Term; and (ii) Rent Charges. Under this method, a Base Monthly Payment is applied first to the accumulated Rent Charges and any remainder is subtracted from, or any deficiency is added to, the balance of the Adjusted Capitalized Cost.

E. REALIZED VALUE. The Realized Value will be determined in one of the following ways:

- (1) By a written agreement between you and us;
- (2) Within 10 days of early termination, you may obtain, at your own expense, from an independent third party agreeable to both you and us, a professional appraisal of the wholesale value of the Vehicle which could be realized at sale. The appraised value shall then be used as the Realized Value.
- (3) We determine the Realized Value in accordance with accepted practices in the automobile industry for determining the wholesale value of used vehicles by obtaining a wholesale cash bid for the purchase of the Vehicle or by disposing of the Vehicle in an otherwise commercially reasonable manner.
- (4) If the Vehicle is subject to a total loss due to collision, destruction or unknown theft as determined by us, the Realized Value will equal the amount of any proceeds we receive from your required insurance. If there are no insurance proceeds, the Realized Value will be zero.

F. If you terminate this Lease early pursuant to the federal Servicemembers Civil Relief Act or any equivalent provisions under state law, you may be charged for excess mileage if the actual mileage of the Vehicle at Lease termination is more than the allowed miles for the time period that you actually leased the Vehicle. In this case, we will calculate the total allowed miles by prorating the annual allowed miles set out in Section 9 to the month. If you terminate this Lease early for any other reason and your Early Termination Liability includes payment to us of the remaining Base Monthly Payments, you may be charged for excess mileage only if the actual mileage of the Vehicle at Lease termination is more than the total allowed mileage for the entire Lease Term.

**25. DEFAULT**

A. **DEFAULT.** The following are events of default ("Default") to the extent permitted by state law:

- (1) You fail to make any payment in full when due;
- (2) You fail to keep any promise in this Lease or any agreement made in connection with this Lease;
- (3) You fail to maintain insurance on the Vehicle as required by this Lease;
- (4) You fail to return the Vehicle to us at the time and place we specify;
- (5) You die, are declared incompetent, become insolvent, a bankruptcy petition is filed by or against you or you dissolve or cease active business affairs;
- (6) You make any material misrepresentation on your credit application;
- (7) The Vehicle is subject to actual or threatened seizure, confiscation or levy by governmental or legal process;
- (8) Your driver's license expires or is suspended, revoked, cancelled or is otherwise restricted;
- (9) The Vehicle is subject to a total loss due to collision, destruction, or unknown theft; or
- (10) Anything else happens that adversely affects our interest in the Vehicle or your ability to comply with your obligations under this Lease.

If your default consists solely of the failure to make timely Monthly Payments, you may cure your default and reinstate this Lease, without losing any rights or options previously acquired under this Lease, if, within 25 days after we send written notice of your reinstatement rights, you pay: (i) all past due Monthly Payments and delinquency charges; (ii) a reinstatement fee of \$10; and (iii) the actual and reasonable costs of repossession, storage, pickup and redelivery. You cannot cure your default and reinstate this Lease under these provisions if you have previously been offered the opportunity to reinstate this Lease.

B. **REMEDIES.** If this Lease is in Default, we may take any one or more of the following actions:

- (1) Terminate this Lease and your rights to use the Vehicle.
- (2) Take possession of the Vehicle without prior demand, unless otherwise required by law. If the Vehicle is equipped with an electronic tracking device, you understand and agree that we may use the device to find the Vehicle and exercise our right to take possession. We may take any personal property that is in or on the Vehicle when we take it. We will hold the personal property for you for ten (10) days, but we will neither be responsible for safekeeping such property nor are we required to notify you about it. If you do not pick up the property within that time, we may dispose of it any way we determine.
- (3) Recover all expenses related to enforcing this Lease and obtaining, storing and selling the Vehicle, including, without limitation, reasonable attorneys' fees if this Lease is referred for collection to an attorney who is not our salaried employee (not exceeding 15% of the amount due and payable under this Lease) and court costs, to the extent not prohibited by law.
- (4) Take any reasonable action to correct the default or to prevent our loss. You agree to reimburse us for any amounts we pay to correct or cover your Default.
- (5) Require you to return the Vehicle and any related records or make them available to us in a reasonable manner.
- (6) Make a claim for any and all insurance, warranty, mechanical breakdown protection or maintenance contract benefits or refunds that may be available on your Default or on the termination of the Lease and apply any amount received to the amount you owe.
- (7) Assess interest on all outstanding amounts owing to us under this Lease, including without limitation, amounts owing for excess wear and use and for excess mileage, at the highest rate permitted by applicable law until such amounts are paid in full.
- (8) Use any remedy we have at law or in equity.

**26. REIMBURSEMENT**

You will reimburse us for and hold us harmless from any loss or damage to the Vehicle and its contents and from all claims, losses and injuries, expenses and costs related to the use, maintenance or condition of the Vehicle or its driver. If you fail to pay, you will reimburse us and pay a \$25 administration fee, where permitted by law, for any fine, ticket, penalty or other amount that is paid on your behalf.

**27. WAIVER OF GAP AMOUNT; TOTAL LOSS OF VEHICLE.**

If the Vehicle is subject to a total loss due to collision, destruction or unknown theft as determined by us, you will pay to us the Gap Amount, which is the difference between the Early Termination Liability set forth in Section 24(C) and the insurance proceeds received by us on account of the total loss of the Vehicle. However, if you had in effect the vehicle insurance required under this Lease at the time of the total loss, we will waive the Gap Amount and you will pay to us the sum of: (A) all Monthly Payments overdue and any other amounts that are due or past due at the time of the loss; plus (B) the amount of your Insurance deductible and any other amounts that were subtracted from the Vehicle's actual cash value to determine the Insurance proceeds we received for the total loss; plus (C) any rebates or charges for warranties, mechanical breakdown protection or maintenance contracts purchased in connection with this Lease. Even if the Vehicle is insured, you must continue to pay your scheduled Monthly Payments until we receive your full insurance proceeds.

**28. ELECTRONIC SIGNATURES AND CONVERSION**

If signed electronically, the authoritative copy of this Lease will be held in a designated document management system, but we may convert it into a paper copy marked "Original" onto which your electronic signature is affixed. If we do, the affixed signature will be your legally valid and binding signature and the paper copy alone will be the original of this Lease.

**29. GENERAL**

- A. **SECURITY INTEREST.** You grant us a security interest, to the extent permitted by state law, in the property listed below to secure performance of your obligations under this Lease: (1) in loss proceeds of any Vehicle insurance; (2) in the proceeds of any credit life or disability insurance, mechanical breakdown protection contract or maintenance contract purchased with this Lease; and (3) any unearned premiums or refunds of any of the foregoing.
- B. **ODOMETER STATEMENT/OTHER DOCUMENTS.** Federal Law requires that you disclose the Vehicle's odometer reading to us upon termination of this Lease or transfer of ownership. Failure to complete an odometer disclosure statement, failure to return it to us or making a false statement therein may result in fines and/or imprisonment. You also agree to execute any and all documents and/or provide us with any information that we may reasonably request from you in connection with the termination of this Lease or otherwise.
- C. **OWNERSHIP.** This agreement is a lease only. We are the owner of the Vehicle. You have no rights of ownership or title to the Vehicle unless you exercise your purchase option. You will not allow any lien or encumbrance to attach to the Vehicle.
- D. **RIGHT OF SET-OFF.** We may apply any money in any deposit account you have with us and on which your name appears as owner or co-owner to the payment of amounts you owe to us.
- E. **ENFORCEABILITY.** This Lease will be governed and enforced by the laws of New York. Each Lessee is responsible, individually and together, under this Lease. This is known as "joint and several" responsibility. If any provision of this Lease is found unenforceable by any court, the remaining provisions of the Lease will remain in full force and effect.
- F. **WARRANTY OF PAYOFF AMOUNT.** You promise that the Payoff Amount on any trade-in vehicle is accurate. If the Payoff Amount is more than the amount shown in the Description of Trade-In Vehicle on the front of this Lease, you will pay Lessor the excess amount upon demand.
- G. **EXPRESS CONSENT TO CONTACT YOU.** By providing us with a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications at that number – including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system – from U.S. Bank and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls regardless of their purpose. These calls and messages may incur access fees from your cellular provider.
- H. **VEHICLE CONDITION.** You acknowledge that you have received and examined the Vehicle described above, that the Vehicle is equipped as described and is in good operating order and condition. You accept the Vehicle for all purposes of this Lease.
- I. **ENTIRE AGREEMENT.** Important: Read before signing. The terms of this Lease should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this Lease may be legally enforced. The terms of this Lease may only be changed by a written agreement signed by you and us. This Lease is a final expression of the credit agreement between you and us. This Lease may not be contradicted by evidence of any prior oral credit agreement or of a contemporaneous oral credit agreement between you and us.



30. **ARBITRATION:** You agree that if a dispute of any kind arises out of this agreement, either you or we can choose to have that dispute resolved by binding arbitration. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or to have a jury trial on that claim, or to engage in pre-arbitration discovery, except as provided for in the arbitration rules. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration. The arbitrator's decision will generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration. It is important that you read this entire arbitration provision carefully before accepting the terms of this agreement.

Any claim, dispute or controversy (whether in contract, regulatory, tort, or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to (a) the credit or services offered or provided to you, (b) the actions of you, us or third parties or (c) the validity of this arbitration provision (individually and collectively, a "Claim") must, after an election by you or us, be resolved by binding arbitration in accordance with this arbitration provision and the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect when the Claim is filed (or, in the event this arbitrator or these arbitration rules are no longer available, then a comparable substitute arbitration procedure and/or arbitration organization that does business on a nationwide basis). There shall be no authority for any Claims to be arbitrated on a class action basis. An arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. You may obtain rules and forms by calling the AAA at 800-778-7879. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance the first \$250 of the filing and hearing fees for any Claim you may file against us; the arbitrator will decide whether we or you will ultimately pay those fees. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This arbitration provision shall survive repayment of your extension of credit and termination of your account. This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. If any provision of this Section is ruled invalid or unenforceable, this Section shall be rendered null and void in its entirety.

31. **SIGNATURES**

YOU AGREE TO ALL THE PROVISIONS ON ALL FIVE PAGES OF THIS LEASE AND REPRESENT THAT YOU HAVE READ ALL FIVE PAGES OF THIS LEASE.

☐ IF THIS BOX IS CHECKED, THE AMOUNT INDICATED ON THIS LEASE FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.

NOTICE TO THE LESSEE: 1. DO NOT SIGN THIS LEASE BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS LEASE WHEN YOU SIGN IT.

YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS LEASE.

**WARNING:** Important consumer protections may not apply if this Lease indicates that you are leasing the Vehicle primarily for agricultural, business or commercial use.

**MOTOR VEHICLE LEASE AGREEMENT**

<b>INDIVIDUAL LESSEE SIGNATURE(S)</b>		
Lessee Signature:	Co-Lessee Signature:	
X	X	
<b>BUSINESS LESSEE SIGNATURE</b>		
Authorized Signer's Name:	Title:	Signature:
		X
<b>LESSOR SIGNATURE</b>		
The authorized signature of the Lessor below has the effect of: (1) accepting the terms and conditions of this Lease; (2) acknowledging verification of the Lessee's insurance coverage (see <u>Section 16</u> ); and (3) assigning to USB Leasing LT or its successors and assigns all right, title and interest in, and to the Vehicle and this Lease according to the terms and conditions of the Dealer Lease Agreement between Lessor and Assignee.		
Authorized Signature:		
X		



## Motor Vehicle Purchase Agreement

### Vehicle Configuration

Customer		Description	Price (USD)
Eric Shore 12 Manor House Court Cherry Hill, New Jersey 08003		85 kWh Performance Model S Not including the \$7,500 Federal Tax Credit	\$104,500
8583548354 Rushore@aol.com		All-Wheel Drive Dual Motor	Included
		Black Solid Paint	Included
<b>Order Number</b>	RN7071308	All Glass Panoramic Roof	\$2,500
<b>Deposit paid</b>	\$2,500	19" Silver Cyclone Wheels	\$2,500
<b>Date order placed with electronically accepted terms</b>	2/25/2015	Black Next Generation Seats	\$3,500
		Carbon Fiber Décor	\$800
		Black Alcantara Headliner	Included
		Carbon Fiber Spoiler	\$1,000
		Tesla Red Brake Calipers	Included
		Supercharger Enabled	Included
		Dual Chargers	\$1,500
		Tech Package with Autopilot	\$4,250
		Smart Air Suspension	\$2,250
		Subzero Weather Package	\$750
		Ultra High Fidelity Sound	\$2,500
		<b>Subtotal</b>	<b>\$126,050</b>
		Destination and regulatory documentation fee	\$1,170
		<b>Total</b>	<b>\$127,220</b>

Price indicated does not include taxes and governmental fees, which will be calculated as your delivery date nears. You will be responsible for these additional taxes and fees.

**TESLA MOTORS**

470 West Lancaster Avenue  
 Devon, PA 19333  
 Ph: 610-407-7030  
 Fax: 610-650-4246

**Invoice**

**SERVICE DEPARTMENT HOURS**  
 Mon-Fri: 7:00 am-7:00 pm  
 Saturday 8:00am-4:00pm

E.P.A.ID# PAD982675209

**Invoice Date**

04-Feb-2016

**Date/Time Received**

29-Jan-2016 1:28 p.m.

**Odometer In**

10530 Miles

**Ready Date**

02-Feb-2016

**Service Advisor**

Ryan Smith

**Invoice Number**

RONC9712004483

**Date/Time Promised****Odometer Out**

10531 Miles

**Bill To**

Eric Shore  
 12 Manor House Court,  
 Cherry Hill, NJ 08003  
 Rushore@aol.com

**Mobile Phone**

267-980-7170

**Year**

2015

**Additional Phone****Model**

Model S

**License Plate**

N84FFN

**Vehicle Identification Number**

5YJSA1H29FFP79684

**Color**

Black Exterior Color

Job Number	Description Of Work	Amount (USD)
------------	---------------------	--------------

**1**

Concern: Inspect Front Seat Belt Pre-Tensioners for Correct Installation

Corrections: Inspect LH And RH 1st Row Pre-Tensioners For Correct Installation; No Additional Work Required

Inspect LH And RH 1st Row Pre-Tensioners For Correct Installation; No Additional Work Required

0.00

Pay Type: Warranty

**2**

Concern: Customer states: The drivers side window appears to allow water into the cabin. The water seems to come in past the driver's window seal.

Corrections: Water Ingress General Diagnosis

Water tested drivers window glass to confirm slight ingress of moisture past 1st glass seal. Reposition window weather strip to properly seal window glass correctly. Confirm repair using water test. OK

0.00

Pay Type: Warranty



Concern: Customer states: The alert 'park assist disabled contact Tesla service' is displayed in the dash.

Corrections: Vehicle Alerts General Diagnosis

Using tool box to perform park assist test found fault to be with sensor #9. Remove bumper and using DVOM tested component. Sensor is faulty and will need replaced.

Corrections: Sensor - Parking Distance - Rear - Each

3

Remove rear bumper and replace 1 park assist sensor. Confirm repair by using park assist, system operates normally.

0.00

**Parts Replaced or Added**

Part	Quantity
PA SENSOR,AXIAL-SIERRA BLACK (1048473-01-A)	1

Pay Type: Warranty

Concern: Perform courtesy inspection.

Corrections: Courtesy Inspection

- Pulled logs and checked for active faults: No active faults found (2/16).
- Checked firmware version: Updated to 7.1 2.10.56
- Checked 12V Status in Garage: Okay
- Topped off washer fluid.
- Verified wiper and washer jet operation: Good, no issue.
- Checked all seat belts and latches.
- Tested and inspected customer's charge cable: Good, no issue. Vehicle charged normally @40amps.
- Adjusted tire pressure to: 45 PSI front, 45 PSI rear.
- Measured tire tread depth at:  
(Outer)(Center)(Inner)

LF: 6/32 6/32 6/32  
RF: 6/32 6/32 6/32  
LR: 7/32 7/32 7/32  
RR: 7/32 7/32 7/32

4

0.00

MISC Items: Tesla (Internal Loaner or Rental)

Customer provided with a Tesla loaner vehicle.

Corrections: Car Wash

Performed a car wash and vacuum.

Pay Type: Goodwill

Concern: Customer states: The navigation zoom level defaults to a national level when the previous setting was local perspective

Corrections: Navigation General Diagnosis Conclusion: No Trouble Found

Could not duplicate any issues with the navigation system. Tested system and found the system is functioning properly.

5

0.00

Pay Type: Goodwill

Service Center hourly rate: USD 150.00

All parts are new unless otherwise specified.

Notes:

Payment Terms:

Due upon receipt. PLEASE QUOTE THE INVOICE NUMBER  
WITH YOUR PAYMENT

Total Labor & Miscellaneous Items	0.00
Total Parts	0.00
Shipping	0.00
Discount	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
<b>TOTAL AMOUNT</b>	<b>0.00</b>

Additional Amount	Revised Estimate	Job Number	Date & Time	Approved By (# If By Phone)
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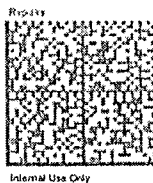
You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged storage fees from the fourth working day after you are notified that repairs on your vehicle are complete. Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla-issued New Vehicle Limited Warranty or other extended service agreement. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla. I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature:

Date:

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**TESLA MOTORS**

470 West Lancaster Avenue  
 Devon, PA 19333  
 Ph: 610-407-7030  
 Fax: 610-650-4246

**Invoice**

**SERVICE DEPARTMENT HOURS**  
 Mon-Fri: 7:00 am-7:00 pm  
 Saturday 8:00am-4:00pm

E.P.A.ID# PAD982675209

**Invoice Date**

30-Sep-2016

**Date/Time Received**

28-Sep-2016 12:45 p.m.

**Odometer In**

17948 Miles

**Ready Date**

29-Sep-2016

**Service Advisor**

Ryan Smith

**Invoice Number**

300000036987

**Date/Time Promised****Odometer Out**

17957 Miles

**Bill To**

Eric Shore  
 12 Manor House Court,  
 Cherry Hill, NJ 08003  
 Rushore@aol.com

**Mobile Phone**

267-980-7170

**Year**

2015

**Additional Phone****Model**

Model S

**License Plate**

N84FFN

**Vehicle Identification Number**

5YJSA1H29FFP79684

**Color**

Black Exterior Color

Job Number	Description Of Work	Amount (USD)
------------	---------------------	--------------

Concern: Customer states: There is black gook on the driver's window from inside the door.

**Corrections:**

Removed the left front door handle, and installed a new cover. Driver's window no longer has streaking.

**Parts Replaced or Added****1**

Part	Quantity	Amount (USD)
CLIP, HEART FLEX W WSHR 70 LBS RETENTION (1025401-00-A)	9	0.00
BACK SEAL, DOOR HANDLE OUTER, LH (1008999-00-E)	1	

**Corrections:**

Streaks on driver side front window due to sealant from cover on door handle.

**Pay Type: Warranty**

Concern: Customer states: One key fob got lost and would like a new one programmed to the vehicle.

**Corrections:**

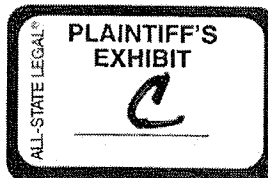
Programmed one new remote. Vehicle's keyless entry system is operating as designed.

**Parts Replaced or Added****2**

Part	Quantity	Unit Price	Amount (USD)
KEY FOB BASIC, 315MHz, MODEL S, V1.5 (1043806-00-B)	1	113.00	113.00
<b>Total Parts</b>		<b>113.00</b>	

**Total Labor & Miscellaneous Items: 7.5000****Pay Type: Customer Pay**

300000036987



1 of 4

Concern: Customer states: The tail light is collecting water and the passenger front window seal allows water in the seal channel.

Corrections:

Moisture that is in channel of front window is normal. The water that is under the taillights is also normal due to that area being a drain. The moisture that is in the backup lenses is due to aged seals of the liftgate applique.

Corrections:

Due to the moisture in the backup lenses, installed a new lift gate applique. There is no longer moisture build up in the backup lenses.

0.00

Parts Replaced or Added

Part	Quantity
ASY, LIFTGATE APPLIQUE (1026649-00-D)	1

Pay Type: Warranty

Concern: Customer states: The left front fixed door glass has wind noise above 50 MPH.

Corrections:

Verified wind noise from the left front door. Installing a new cover for the door handle helped diminish noise. Installed foam inside internal body gaps of door panel. Also adjusted the fixed glass. Road tested the vehicle and verified vehicle's road noise is normal as compared to a similar vehicle.

0.00

Pay Type: Warranty

Concern: Customer states: Intermittently the panoramic roof does not open properly. Sometimes when performing a reset the panoramic roof vents.

Corrections:

Verified Pano roof will not open properly. Lubricated tracks and calibrated stops for the Pano roof. Operated the roof and verified proper operation.

0.00

Pay Type: Warranty

Concern: Customer states: Intermittently when suddenly applying the brakes the car feels as though it slides. This has happened in both wet and dry conditions.

Corrections:

Could not verify concern. On road test, even in the rain, the brakes operate as designed.

6

Pay Type: Goodwill

0.00

Concern: Perform courtesy inspection.

Corrections:

- Pulled logs and checked for faults: No Active Faults Found 9/29/16
- Checked firmware version: Updated to latest Version 2.36.108
- Topped off washer fluid.
- Verified wiper and washer jet operation: Good, no issue.
- Checked all seat belts and latches.
- Tested and inspected customer's charge cable: Good, no issue. Vehicle charged normally @40amps.
- Adjusted tire pressure to: 45 PSI front, 45 PSI rear.
- Measured tire tread depth at:
  - (Outer) (Center) (Inner)
  - LF: 5/32 5/32 5/32
  - RF: 5/32 5/32 5/32
  - LR: 6/32 6/32 6/32
  - RR: 6/32 6/32 6/32

7

0.00

Corrections:

Customer provided with an Enterprise rental vehicle.

Corrections:

Performed a car wash and vacuum.

Pay Type: Goodwill

Service Center hourly rate: USD 150.00  
All parts are new unless otherwise specified.  
Notes:

Payment Terms:  
Due upon receipt. PLEASE QUOTE THE INVOICE NUMBER  
300000036987 WITH YOUR PAYMENT

Total Labor & Miscellaneous Items	7.50
Total Parts	113.00
Shipping	0.00
Discount	0.00
Referral Credit	0.00
Subtotal	120.50
Sales Tax	7.23
TOTAL AMOUNT	127.73

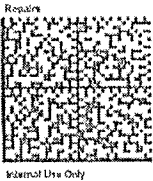
Additional Amount	Revised Estimate	Job Number	Date & Time	Approved By (N.R. By Phone)
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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**TESLA MOTORS**

470 West Lancaster Avenue  
Devon, PA 19333  
Ph: 610-407-7030  
Fax: 610-650-4246

**Invoice**

**SERVICE DEPARTMENT HOURS**  
Mon-Fri: 7:00 am-7:00 pm  
Saturday 8:00am-4:00pm

E.P.A.ID# PAD982675209

**Invoice Date**

16-Mar-2017

**Date/Time Received**

16-Mar-2017 8:30 a.m.

**Odometer In**

22684 Miles

**Ready Date**

16-Mar-2017

**Service Advisor**

Ryan Smith

**Reference Number**

RONC9712010762

**Date/Time Promised****Odometer Out**

22686 Miles

**Bill To**

Eric Shore  
12 Manor House Court,  
Cherry Hill, NJ 08003  
Rushore@aol.com

**Mobile Phone**

267-980-7170

**Year**

2015

**Additional Phone****Model**

Model S

**License Plate**

N84FFN

**Vehicle Identification Number**

5YJSA1H29FFP79684

**Color**

Black Exterior Color

**Job Number****Description Of Work****Amount (USD)**

Concern: Customer states: The left front door handle no longer presents to open the door.

Corrections: Exterior Door Handles General Diagnosis

Inspected the left front door handle assembly. Found it would no longer present. Motor would not move handle out. Will need a new door handle assembly.

Corrections: Handle - Exterior Release - Door - Front - LH

Replaced the door handle assembly. Adjusted new handle to door. Verified the door handle now present and opened the door correctly.

1

**Parts Replaced or Added**

0.00

Part	Quantity
ASSY, DOOR HANDLE, FR LH, NO GRIP, SVC (1030273-S0-B)	1
BACK SEAL, DOOR HANDLE OUTER, LH (1008999-00-E)	1
PUSH-NUT 5/32"x17/64"x1/32" (1067906-00-A)	4
CLIP, HEART FLEX W WSHR 70 LBS RETENTION (1025401-00-A)	9

Pay Type: Warranty



Concern: Perform courtesy inspection.

Corrections: Courtesy Inspection

- Pulled logs and checked for active faults: No active faults found (/17).
- Checked firmware version: Updated to 8.0 (17.10.42)
- Checked 12V Status in Garage: Okay
- Topped off washer fluid.
- Verified wiper and washer jet operation: Good, no issue.
- Checked all seat belts and latches.
- Tested and inspected customer's charge cable: Customer did not bring in cable - tested with shop equipment. Good, no issue. Vehicle charged normally @40amps.
- Adjusted tire pressure to: 45 PSI front, 45 PSI rear.
- Measured tire tread depth at:

2

(Outer)(Center)(Inner)  
 LF: 4/32 4/32 4/32  
 RF: 4/32 4/32 4/32  
 LR: 5/32 4/32 5/32  
 RR: 5/32 4/32 5/32

0.00

Tires are getting low on tread. Recommended replacement soon.  
 Michelin Primacy 245/45R19

Corrections: Firmware Update - Courtesy Inspection

Updated firmware to 8.0 (17.10.42)

Pay Type: Goodwill

Concern: Customer states: Intermittently the glove box does not close.

Corrections: Center Console General Diagnosis

Inspected the glove box assembly. Found the hinge area is broken and glove box needs to be replaced. Will order replacement parts.

3

Pay Type: Warranty

0.00

Service Center hourly rate: USD 150.00  
 All parts are new unless otherwise specified.  
 Notes:

Payment Terms:  
 Due upon receipt, PLEASE QUOTE THE INVOICE NUMBER  
 WITH YOUR PAYMENT

Total Labor & Miscellaneous Items	0.00
Total Parts	0.00
Shipping	0.00
Discount	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
TOTAL AMOUNT	0.00

Additional Amount	Revised Estimate	Job Number	Date & Time	Approved By (# If By Phone)
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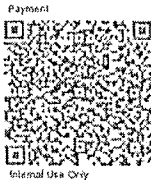
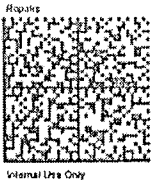
You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged storage fees from the fourth working day after you are notified that repairs on your vehicle are complete. Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla-issued New Vehicle Limited Warranty or other extended service agreement. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla. I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

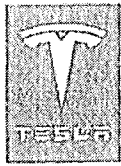
Signature:

Date:

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**TESLA MOTORS**

470 West Lancaster Avenue  
Devon, PA 19333  
Ph: 610-407-7030  
Fax: 610-650-4246

**Invoice**

**SERVICE DEPARTMENT HOURS**  
Mon-Fri: 7:00 am-7:00 pm  
Saturday 8:00am-4:00pm

E.P.A.ID# PAD982675209

**Invoice Date**

05-Oct-2017

**Date/Time Received**

05-Oct-2017 3:43 p.m.

**Odometer In**

26377 Miles

**Ready Date**

09-Oct-2017

**Service Advisor**

Kelly Ford

**Reference Number**

RONC9712014790

**Date/Time Promised****Odometer Out**

26377 Miles

**Bill To**

KAROSSERIE LTD  
355 E. Conesloga Road,  
Wayne, PA 19087  
jcummings@KAROSSERIE.COM

**Mobile Phone**

610-995-9300

**Year**

2015

**Additional Phone****Model**

Model S

**License Plate**

N84FFN

**Vehicle Identification Number**

5YJSA1H29FFP79684

**Color**

Black Exterior Color

Job Number	Description Of Work	Amount (USD)								
1	<p>Concern: Customer: Front right door handle does not present</p> <p>Corrections: Handle - Exterior Release - Door - Front - RH</p> <p>Diagnostics show the door handle is not operating appropriately. Removed and replaced door handle motor, transferring the existing door handle grip, pushed new firmware to ensure and proper communication, and function tested for proper operation.</p> <p><b>Parts Replaced or Added</b></p> <table border="1"> <thead> <tr> <th>Part</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>ASSY, DOOR HANDLE, FR RH, NO GRIP, SVC (1030274-S0-B)</td> <td>1</td> </tr> <tr> <td>BACK SEAL, DOOR HANDLE OUTER, RH (1021114-00-E)</td> <td>1</td> </tr> <tr> <td>PUSH-NUT 5/32"x17/64"x1/32" (1067906-00-A)</td> <td>4</td> </tr> </tbody> </table> <p>Pay Type: Warranty</p> <p>Concern: Customer: Parking brake alert present</p> <p>Corrections: Brake Pedal General Diagnosis Conclusion: No Trouble Found</p> <p>Checked and cleared DTC's and verified alerts are gone.</p>	Part	Quantity	ASSY, DOOR HANDLE, FR RH, NO GRIP, SVC (1030274-S0-B)	1	BACK SEAL, DOOR HANDLE OUTER, RH (1021114-00-E)	1	PUSH-NUT 5/32"x17/64"x1/32" (1067906-00-A)	4	0.00
Part	Quantity									
ASSY, DOOR HANDLE, FR RH, NO GRIP, SVC (1030274-S0-B)	1									
BACK SEAL, DOOR HANDLE OUTER, RH (1021114-00-E)	1									
PUSH-NUT 5/32"x17/64"x1/32" (1067906-00-A)	4									
2	<p>Pay Type: Goodwill</p>	0.00								

1

**Parts Replaced or Added**

Part	Quantity
ASSY, DOOR HANDLE, FR RH, NO GRIP, SVC (1030274-S0-B)	1
BACK SEAL, DOOR HANDLE OUTER, RH (1021114-00-E)	1
PUSH-NUT 5/32"x17/64"x1/32" (1067906-00-A)	4

0.00

Pay Type: Warranty

Concern: Customer: Parking brake alert present

Corrections: Brake Pedal General Diagnosis Conclusion: No Trouble Found

Checked and cleared DTC's and verified alerts are gone.

2

Pay Type: Goodwill

0.00





Concern: Perform courtesy inspection.

Corrections: Courtesy Inspection

Perform courtesy inspection

3

Pay Type: Goodwill

0.00

Concern: Customer: The panoramic roof is making a lot of noise when opening.

Corrections: Panoramic Roof - Clean and Lubricate

Cleaned and lubricated panoramic cassette. Verified proper operation.

4

Pay Type: Warranty

0.00

Service Center hourly rate: USD 150.00

All parts are new unless otherwise specified.

Notes:

Payment Terms:

Due upon receipt. PLEASE QUOTE THE INVOICE NUMBER  
WITH YOUR PAYMENT

Total Labor & Miscellaneous	0.00
Items	
Total Parts	0.00
Shipping	0.00
Discount	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
<b>TOTAL AMOUNT</b>	<b>0.00</b>

Additional Amount	Revised Estimate	Job Number	Date & Time	Approved By (If By Phone)
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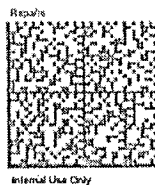
You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged storage fees from the fourth working day after you are notified that repairs on your vehicle are complete. Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla-issued New Vehicle Limited Warranty or other extended service agreement. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla. I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

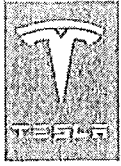
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**TESLA MOTORS**

470 West Lancaster Avenue  
 Devon, PA 19333  
 Ph: 610-407-7030  
 Fax: 610-650-4246

**Invoice**

**SERVICE DEPARTMENT HOURS**  
 Mon-Fri: 7:00 am-7:00 pm  
 Saturday 8:00am-4:00pm

**Invoice Date**

17-Oct-2017

**Date/Time Received**

17-Oct-2017 1:37 p.m.

**Odometer In**

26599 Miles

**Ready Date**

17-Oct-2017

**Service Advisor**

Ryan Wheel

**Reference Number**

RONC9712015020

**Date/Time Promised****Odometer Out**

26599 Miles

E.P.A.ID# PAD982675209

**Bill To**

Eric Shore  
 12 Manor House Court,  
 Cherry Hill, NJ 08003  
 Rushore@aol.com

**Mobile Phone**

2679807170

**Year**

2015

**Additional Phone****Model**

Model S

**License Plate**

N84FFN

**Vehicle Identification Number**

5YJSA1H29FFP79684

**Color**

Black Exterior Color

Job Number	Description Of Work	Amount (USD)
------------	---------------------	--------------

Concern: Customer: Parking brake alerts present while driving.

Corrections: Brake Caliper - Rear - Park Brake - LH

Removed and replaced Left parking brake caliper.

**Parts Replaced or Added****1**

Part	Quantity	Amount (USD)
------	----------	--------------

PARKING BRAKE CALIPERS AND PADS KIT (1021251-S0-A)	1	0.00
--	---	------

Corrections: Brake Caliper - Rear - Park Brake - RH

Removed and replaced right parking brake caliper.

**Pay Type: Warranty**

Concern: Perform courtesy inspection.

Corrections: Courtesy Inspection

Checked for Active alerts: No active alert exist

-Checked firmware version: Updated to latest Version

-Topped off washer fluid.

-Verified wiper and washer jet operation: Good no other issue.

-Tested and inspected customer's charge cable : Tested with a shop cable at 40 amps without issue.

**2**

-Set tire pressure to proper specifications:

-Measured tire tread depth at:

(Outer) (Center) (Inner)

LF: 7 7 7

RF: 7 7 7

LR: 7 7 7

RR: 7 7 7

x

0.00

**Pay Type: Goodwill**

RONC9712015020



1 of 2

Service Center hourly rate: USD 150.00  
All parts are new unless otherwise specified.  
Notes:

Payment Terms:  
Due upon receipt. PLEASE QUOTE THE INVOICE NUMBER  
WITH YOUR PAYMENT

Total Labor & Miscellaneous Items	0.00
Total Parts	0.00
Shipping	0.00
Discount	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
TOTAL AMOUNT	0.00

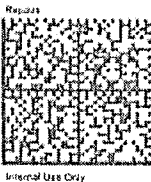
Additional Amount	Revised Estimate	Job Number	Date & Time	Approved By (# If By Phone)
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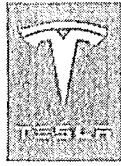
You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged storage fees from the fourth working day after you are notified that repairs on your vehicle are complete. Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla-issued New Vehicle Limited Warranty or other extended service agreement. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla. I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**TESLA MOTORS**

470 West Lancaster Avenue  
Devon, PA 19333  
Ph: 610-407-7030  
Fax: 610-650-4246

**Invoice**

**SERVICE DEPARTMENT HOURS**  
Mon-Fri: 7:00 am-7:00 pm  
Saturday 8:00am-4:00pm

E.P.A.ID# PAD982675209

**Invoice Date**

18-Oct-2017

**Date/Time Received**

18-Oct-2017 8:41 a.m.

**Odometer In**

26599 Miles

**Ready Date**

19-Oct-2017

**Service Advisor**

Ryan Wheel

**Reference Number**

RONC9712015029

**Date/Time Promised****Odometer Out**

26599 Miles

**Bill To**

Eric Shore  
12 Manor House Court,  
Cherry Hill, NJ 08003  
Rushore@aol.com

**Mobile Phone**

(267) 980-7170

**Year**

2015

**Additional Phone****Model**

Model S

**License Plate**

N84FFN

**Vehicle Identification Number**

5YJSA1H29FFP79684

**Color**

Black Exterior Color

Job Number	Description Of Work	Amount (USD)	
1	Concern: Customer: Glove box does NOT open		
	Corrections: Glove Box		
	Removed and replaced glove box assembly		
	Parts Replaced or Added		
	Part	Quantity	0.00
	ASY, GLOVE BOX COMP, LTHR BLK (1003327-01-O)	1	
	Pay Type: Warranty		
	Concern: Customer: Panoramic roof excessively noisy when opening/closing		
	Corrections: Panoramic Roof - Clean and Lubricate		
	Cleaned and lubricated Pano roof.		
2	Pay Type: Warranty	0.00	



Concern: Perform courtesy inspection.

Corrections: Courtesy Inspection

Checked for Active alerts: No active alert exist

-Checked firmware version: Updated to latest Version

-Topped off washer fluid.

-Verified wiper and washer jet operation: Good no other issue.

-Tested and inspected customer's charge cable : Tested with a shop cable at 40 amps without issue.

-Set tire pressure to proper specifications:

0.00

-Measured tire tread depth at:

	(Outer)	(Center)	(Inner)
LF: 9	9	9	9
RF: 9	9	9	9
LR: 9	9	9	9
RR: 9	9	9	9

Pay Type: Goodwill

Service Center hourly rate: USD 150.00

All parts are new unless otherwise specified.

Notes:

Payment Terms:

Due upon receipt. PLEASE QUOTE THE INVOICE NUMBER WITH YOUR PAYMENT

Total Labor & Miscellaneous Items	0.00
Total Parts	0.00
Shipping	0.00
Discount	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
<b>TOTAL AMOUNT</b>	<b>0.00</b>

Additional Amount	Revised Estimate	Job Number	Date & Time	Approved By (If By Phone)
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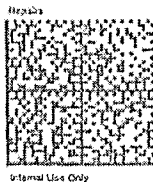
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Signature:

Date:

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**TESLA MOTORS**

470 West Lancaster Avenue  
 Devon, PA 19333  
 Ph: 610-407-7030  
 Fax: 610-650-4246

**Invoice**

**SERVICE DEPARTMENT HOURS**  
 Mon-Fri: 7:00 am-7:00 pm  
 Saturday 8:00am-4:00pm

E.P.A.ID# PAD982675209

**Invoice Date**

26-Oct-2017

**Date/Time Received**

26-Oct-2017 4:55 a.m.

**Odometer In**

26711 Miles

**Ready Date**

06-Nov-2017

**Service Advisor**

Ryan Wheel

**Reference Number**

RONC9712015171

**Date/Time Promised****Odometer Out**

26767 Miles

**Bill To**

Eric Shore  
 12 Manor House Court,  
 Cherry Hill, NJ 08003  
 Rushore@aol.com

**Mobile Phone**

(267) 980-7170

**Year**

2015

**Additional Phone****Model**

Model S

**License Plate**

N84FFN

**Vehicle Identification Number**

5YJSA1H29FFP79684

**Color**

Black Exterior Color

**Job Number****Description Of Work****Amount (USD)**

Concern: Customer: Automatic emergency braking disabled alert is present.

Corrections: Module - Electric Park Brake - EPB

Replaced electric park brake module. Tested and verified proper operation.

**Parts Replaced or Added**

1

**Part****Quantity**

0.00

ASY, ELECTRONIC PARK BRAKE  
 CONTROLLER (1007618-00-D)

1

ELECTROMECHANICAL BRAKE BOOSTER  
 - LEFT HAND DRIVE (1037123-00-B)

1

SWITCH, BRAKE ON/OFF (1005124-00-A)

1

Pay Type: Warranty



Concern: Perform courtesy inspection.

Corrections: Courtesy Inspection

-Checked for Active alerts: No active alert exist  
 -Checked firmware version: Updated to latest Version  
 -Topped off washer fluid.  
 -Verified wiper and washer jet operation: Good no other issue.  
 -Tested and inspected customer's charge cable: Tested with a shop cable at 40 amps without issue.

2

- Tire pressure to proper specifications:  
 Front: 45 PSI  
 Rear: 45 PSI  
 -Measured tire tread depth, in 32nds, at:  
     (Outer) (Center) (Inner)  
 LF: 8/32 8/32 8/32  
 RF: 8/32 8/32 8/32  
 LR: 8/32 8/32 8/32  
 RR: 8/32 8/32 8/32

0.00

Pay Type: Goodwill

Service Center hourly rate: USD 150.00

All parts are new unless otherwise specified.

Notes:

Payment Terms:

Due upon receipt. PLEASE QUOTE THE INVOICE NUMBER  
 WITH YOUR PAYMENT

Total Labor & Miscellaneous Items	0.00
Total Parts	0.00
Shipping	0.00
Discount	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
<b>TOTAL AMOUNT</b>	<b>0.00</b>

Additional Amount	Revised Estimate	Job Number	Date & Time	Approved By (# If By Phone)
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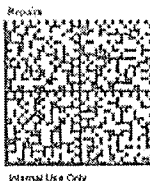
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Signature:

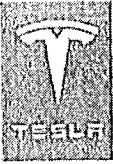
Date:

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**TESLA MOTORS**

470 West Lancaster Avenue  
 Devon, PA 19333  
 Ph: 610-407-7030  
 Fax: 610-650-4246

**Invoice**

**SERVICE DEPARTMENT HOURS**  
 Mon-Fri: 7:00 am-7:00 pm  
 Saturday 8:00am-4:00pm

E.P.A.ID# PAD982675209

**Invoice Date**

14-Nov-2017

**Date/Time Received**

14-Nov-2017 7:58 a.m.

**Odometer In**

27155 Miles

**Ready Date**

28-Nov-2017

**Service Advisor**

Ryan Wheel

**Reference Number**

RONC9712015599

**Date/Time Promised****Odometer Out**

27193 Miles

**Bill To**

Eric Shore  
 12 Manor House Court,  
 Cherry Hill, NJ 08003  
 Rushore@aol.com

**Mobile Phone**

(267) 980-7170

**Additional Phone****Year**

2015

**Model**

Model S

**License Plate**

N84FFN

**Vehicle Identification Number**

5YJSA1H29FFP79684

**Color**

Black Exterior Color

Job Number	Description Of Work	Amount (USD)						
1	<p>Concern: Customer: Parking brake , traction control and stability control disabled alerts present</p> <p>Corrections: Module - Steering Column Control</p> <p>Replaced steering column control module. Performed functional check of vehicle, including multiple road tests. Verified vehicle is now operating as designed.</p> <p><b>Parts Replaced or Added</b></p> <table border="1"> <thead> <tr> <th>Part</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>STEERING COLUMN CONTROL MODULE - ADAPTIVE CRUISE CONTROL, GENERATION 2 STEERING, AND HEATER (1043892-00-A)</td> <td>1</td> </tr> <tr> <td>AIRBAG HARNESS RETAINING CLIP (1028053-00-A)</td> <td>1</td> </tr> </tbody> </table> <p>Corrections: Displays General Diagnosis</p> <p>Reviewed diagnostic logs. Found alerts stored for Chassis bus network. Worked with Tesla engineering and determined fault is due to internal failure of steering column control module. Steering column control module replacement required.</p> <p>Pay Type: Warranty</p>	Part	Quantity	STEERING COLUMN CONTROL MODULE - ADAPTIVE CRUISE CONTROL, GENERATION 2 STEERING, AND HEATER (1043892-00-A)	1	AIRBAG HARNESS RETAINING CLIP (1028053-00-A)	1	0.00
Part	Quantity							
STEERING COLUMN CONTROL MODULE - ADAPTIVE CRUISE CONTROL, GENERATION 2 STEERING, AND HEATER (1043892-00-A)	1							
AIRBAG HARNESS RETAINING CLIP (1028053-00-A)	1							

**Parts Replaced or Added****Part****Quantity**

STEERING COLUMN CONTROL MODULE - 1  
 ADAPTIVE CRUISE CONTROL,  
 GENERATION 2 STEERING, AND HEATER  
 (1043892-00-A)

0.00

AIRBAG HARNESS RETAINING CLIP 1  
 (1028053-00-A)

Corrections: Displays General Diagnosis

Reviewed diagnostic logs. Found alerts stored for Chassis bus network. Worked with Tesla engineering and determined fault is due to internal failure of steering column control module. Steering column control module replacement required.

Pay Type: Warranty



Concern: Perform courtesy inspection.

Corrections: Courtesy Inspection

Checked for Active alerts: No active alert exist  
 -Checked firmware version: Updated to latest Version  
 -Topped off washer fluid.  
 -Verified wiper and washer jet operation: Good no other issue.  
 -Tested and Inspected customer's charge cable : Tested with a shop cable at 40 amps without issue.  
 -Set tire pressure to proper specifications:  
 -Measured tire tread depth at:  
     (Outer) (Center) (Inner)  
 LF: 8 8 8  
 RF: 8 8 8  
 LR: 8 8 8  
 RR: 8 8 8

2

0.00

Pay Type: Goodwill

Concern: Customer: Keyfob is INOP

Corrections: Transmitter - Remote Keyless Entry (RKE) - Add/Replace 1 Transmitter

Programmed new key fob to customer's vehicle. Function tested to confirm proper operation.

3

**Parts Replaced or Added**

0.00

Part	Quantity
KEY FOB BASIC, 315MHz, MODEL S, V1.5 (1043808-00-B)	1

Pay Type: Warranty

Service Center hourly rate: USD 150.00

All parts are new unless otherwise specified.

Notes:

Payment Terms:

Due upon receipt. PLEASE QUOTE THE INVOICE NUMBER WITH YOUR PAYMENT

Total Labor & Miscellaneous Items	0.00
Total Parts	0.00
Shipping	0.00
Discount	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
<b>TOTAL AMOUNT</b>	<b>0.00</b>

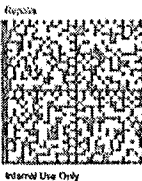
Additional Amount	Revised Estimate	Job Number	Date & Time	Approved By (If By Phone)
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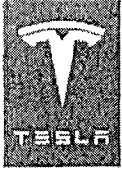
Signature:

Date:

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Devon, PA 19333  
Ph: 610-407-7030  
Fax: 610-650-4246

**Invoice**

**SERVICE DEPARTMENT HOURS**  
Mon-Fri: 7:00 am-7:00 pm  
Saturday 8:00am-4:00pm

E.P.A.ID# PAD982675209

Invoice Date	Reference Number
14-Mar-2018	RONC9712018570
Date/Time Received	Date/Time Promised
14-Mar-2018 5:14 p.m.	
Odometer In	Odometer Out
28796 Miles	28810 Miles
Ready Date	
27-Mar-2018	
Service Advisor	
John Tran	

Bill To  
Eric Shore  
12 Manor House Ct,  
Cherry Hill, NJ 08003  
Rushore@aol.com

Mobile Phone  
(267) 980-7170

Additional Phone

Vehicle Identification Number

5YJSA1H29FFP79684

Year

Model

License Plate

Color

2015

Model S

N84FFN

Black Exterior Color

Job Number	Description Of Work	Amount (USD)
------------	---------------------	--------------

**1**

Concern: Customer: Car free roll alert ( car will not move out of park) happen today 3/14 at 9:30am many alert have been appearing then disappearing over the month.

Corrections: Vehicle Alerts General Diagnosis

Review of stored vehicle data and physical inspection of vehicle determined that the vehicle dash harness will require replacement. Vehicle owner has elected to accept return of vehicle without harness replacement at this time.

MISC Items: NO LABOR PERFORMED

0.00

Dash/instrument panel wire harness requires replacement. Harness is not in stock. Vehicle owner has elected to accept return of vehicle without harness replacement at this time.

Pay Type: Goodwill

Concern: Customer: Right rear door handle doesn't open the door

Corrections: Handle - Exterior Release - Door - Rear - RH

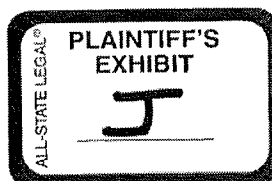
Verified concern. Replaced the right rear door handle assembly to specification. Tested and verified proper operation.

**Parts Replaced or Added****2**

Part	Quantity	
ASSY, DOOR HANDLE, RR RH, NO GRIP, SVC (1030276-S0-B)	1	
BACK SEAL, DOOR HANDLE OUTER, RH (1021114-00-E)	1	
CLIP, HEART FLEX W WSHR 70 LBS RETENTION (1025401-00-A)	8	

0.00

Pay Type: Warranty



Concern: Customer: Driver assistance alert present

Corrections: Camera - Forward Facing

Replaced driver's assistance camera. Road tested vehicle and verified driver's assistance features now operate as designed.

3

**Parts Replaced or Added**

0.00

Part	Quantity
MONOCAMERA ASSEMBLY FW? (1038482- 00-J)	1

Pay Type: Warranty

Concern: Customer: During log review, found 12v battery replacement required.

Corrections: Battery - Auxiliary - 12V - 1st Generation (Dual Motor)

Removed and replaced the 12 volt battery and completed function test once installed. Verified no alerts present and vehicle is operating as designed.

4

**Parts Replaced or Added**

0.00

Part	Quantity
Battery, 12V, DCS33-UNCR, MS (1083774- 00-A)	1

Pay Type: Warranty

Concern: Perform courtesy inspection.

Corrections: Courtesy Inspection

-Checked for Active alerts: No active alerts present.  
-Checked firmware version: Staged to latest version.  
-Topped off washer fluid.  
-Verified wiper and washer jet operation: Good, no issues present.  
-Tested and inspected customer's charge cable (if present). Tested charge port with a shop cable at 40 amps without issue.  
- Tire pressures set to proper PSI.  
-Measured tire tread depth, in 32nds, at:

	(Outer)	(Center)	(Inner)
LF:	6/32	6/32	6/32
RF:	6/32	6/32	6/32
LR:	6/32	6/32	6/32
RR:	6/32	6/32	6/32

5

0.00

Pay Type: Goodwill

Service Center hourly rate: USD 150.00

All parts are new unless otherwise specified.

Notes:

Payment Terms:  
Due upon receipt. PLEASE QUOTE THE INVOICE NUMBER  
WITH YOUR PAYMENT

Total Labor & Miscellaneous Items	0.00
Total Parts	0.00
Shipping	0.00
Discount	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
TOTAL AMOUNT	0.00

Additional Amount	Revised Estimate	Job Number	Date & Time	Approved By (if By Phone)
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Signature:

Date:

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